

**CANTERBURY CITY COUNCIL
DOVER DISTRICT COUNCIL
THANET DISTRICT COUNCIL**

Agenda

East Kent Services Committee

**Wednesday
11 February 2015
at 10.30 am**

**The Guildhall
Westgate
Canterbury**

Membership of the East Kent Services Committee

Councillors

Councillor Gilbey - Canterbury City Council

Councillor Law - Canterbury City Council

Councillor Watkins - Dover District Council

Councillor Conolly – Dover District Council

Thanet District Council representatives will be approved at their Council meeting on 5 February 2015.

NOTES

1. Everyone is welcome to record meetings of the Council and its Committees using whatever non-disruptive methods you think are suitable. If you are intending to do this please mention it to the Democratic Services Officer and do not use flash photograph unless you have previously asked whether you may do so. If you have any questions about this please contact Democratic Services (members of the press please contact the Press Office).

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2. The venue for the meeting is wheelchair accessible and has an induction loop to help people who are hearing impaired.
3. The information contained within this agenda is available in other formats, including Braille, large print, audio cassettes and other languages.
4. If you have any queries regarding items on this agenda, please contact Matthew Archer on 01227 862 175 or email matthew.archer@canterbury.gov.uk or write to the address below.

Canterbury City Council, Military Road, Canterbury CT1 1YW

A G E N D A

Page (s)

1 APOLOGIES FOR ABSENCE

To receive any apologies for absence.

2. CONFIRMATION OF CHAIRMAN AND VICE-CHAIRMAN

To confirm the Chairman and Vice-Chairman in post

3 DECLARATION OF ANY INTERESTS

To receive any declarations of interest.

4 SUBSTITUTE MEMBERS

The Chairman to report any notifications received prior to this meeting regarding the attendance of substitutes for the named Members of this Committee.

5 EAST KENT SERVICES COMMITTEE - CONTINUITY OF SERVICE DELIVERY AND DELEGATION OF FUNCTIONS

5 - 46

TO RESOLVE

6 ANY OTHER URGENT BUSINESS TO BE DEALT WITH IN PUBLIC

7 ANY OTHER BUSINESS WHICH FALLS UNDER THE EXEMPT PROVISIONS OF THE LOCAL GOVERNMENT ACT 1972 OR THE FREEDOM OF INFORMATION ACT 2000 OR BOTH

It may be necessary to exclude the press or public for this item.

EAST KENT SERVICES COMMITTEE

East Kent Services Committee 11 February 2015

- Subject:** **East Kent Services Committee**
Continuity of Service Deliver and Delegation of Functions
- Director/Head of Service:** Head of Legal Services (Canterbury)
Director of Governance (Dover)
Solicitor to the Council (Dover)
Interim Legal Services Manager (Thanet)
- Decision Issues:** These matters are within the authority of the East Kent Services Committee.
- Decision type:** Not applicable
- Classification:** This report is open to the public.
- Summary:** *The participating Councils in East Kent Services and EK Human Resources, Canterbury City Council, Dover District Council and Thanet District Council, have agreed to wind up the previous governance arrangements for those services and to align the governance and management arrangements under new governance arrangements overseen by this committee.*

This report sets out the revised governance arrangements and request the onward delegation to each of Director of Collaborative Services and the Director of Shared Services the arrangements for the discharge and of functions and delegations exercisable by the Committee

- That the Committee resolves:**
- 1. To note the revised governance arrangements including the operating arrangements, terms of reference and rules of procedure of the committee all as set out in the report of the Head of Legal Services (Canterbury), The Director of Governance (Dover), the Solicitor to the Council (Dover) and the Interim Legal Services Manger (Thanet) included at Annex 1 to this report.**
 - 2. That with effect from 1030.am on 11 February 2015 the executive and non executive powers**

and functions of the Councils in relation to human resources functions as set out in Schedule 5 of Appendix 1 to this report be discharged by the Director of Collaborative Services appointed by Dover District Council together with those functions described in paragraphs 1 to 38 of that Schedule associated with the discharge of those functions

3 That with effect from 1030.am on 11 February 2015 the executive and non executive powers and functions of the Councils in relation to Council Tax, Administration of the Housing Benefit Scheme, National Non-Domestic Rate, ICT and Customer Services functions as set out in Schedule 5 of Appendix 1 to this report be discharged by the Director of Shared Services appointed by Thanet District Council together with those functions described in paragraphs 1 to 38 of that Schedule associated with the discharge of those functions.

4. That the Director of Collaborative Services and the Director of Shared Services may personally discharge the duties functions or powers delegated to them or may nominate another officer or officers to exercise that duty, function or power, provided that the nominated officer(s) report to or is responsible to them.

Next stage in process **The shared services referred to in this report continue to be provided under the oversight of the East Kent Services Committee in accordance with the arrangements set out or referred to in this report.**

1. SUPPORTING INFORMATION

The existing and revised governance arrangements for the delivery of shared services on behalf of Canterbury City Council, Dover District Council and Thanet District Council are described in the report of the Head of Legal Services (Canterbury), The Director of Governance (Dover), the Solicitor to the Council (Dover) and the Interim Legal Services Manger (Thanet) included at Annex 1 to this report.

As identified in the report referred to above, the participating Council's already having resolved to wind up the previous governance arrangements (including that dissolution of the East Kent Joint Arrangements Committee), the East Kent Services Committee now need to onwardly delegate to each of the Director of Collaborative Services and the Director of Shared Services the arrangements for the discharge of functions and delegations exercisable by the committee.

Members will note the revised arrangements are proposed to be effective from 10.30am on 11 February 2015.. The reason for the precise date and time is that we

must ensure the continuity of the delegations between the previous arrangements and the new ones.

2. Relevant Council Documents

Attached as Annex 1.

3. Consultation planned or undertaken

Informal consultation with senior managers affected.

4. Options available with reasons for suitability

- (i) To delegate the discharge of the Committee's functions to the Director of Collaborative Services and the Director of Shared Services in accordance with the recommendation.
- (ii) For the Committee to exercise some of the functions proposed to be delegated and delegate the remainder as outlined at 5 (i) above.

5. Reasons for supporting option recommended, with risk assessment

Option (i) is recommended as this was the wish of the Council's and the whole structure of the arrangements is predicated on the assumption of the onward delegation to the directors.

6. Implications

- (a) Financial Implications

None.

- (b) Legal Implications

The arrangements and collaboration agreement are in accordance with legislation and are considered to be lawful, robust and workable.

7. Conclusions

These arrangements give effect to decisions taken by Canterbury, Dover and Thanet Councils between 2012 and now.

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Steven Boyle, 01843 5779062

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Canterbury City Council

Cabinet 11 December 2014

Council 8 January 2015

Dover District Council

Cabinet 5 January 2014

Council 28 January 2015

Thanet District Council

Cabinet 20 January 2015

Council 5 February 2015

Subject: Establishment of East Kent Services Committee and Associated Arrangements

Director/Head of Service: Head of Legal Services (Canterbury)
Director of Governance (Dover)
Solicitor to the Council (Dover)
Interim Legal Services Manager (Thanet)

Decision Issues: These matters are within the authority of the executive and the Council of each of the authorities of Canterbury City, Dover District and Thanet District.

Decision type: Not applicable

Classification: This report is open to the public.

Summary: *This proposes revise collaboration arrangement for East Kent for those authorities in East Kent which are still sharing services through East Kent Services and East Kent Human Resource Partnership including, a revised committee structure and operating arrangements and a proposed administrative collaboration agreement*

Once implemented the East Kent Joint Arrangements Committee will cease to exist

That each Cabinet agree and approve and recommend to each Council:

1. To approve the operating arrangements, terms of reference and rules of procedure (at Appendices (1) and (2) for a new joint committee to be known as the East Kent Services Committee.
2. To adopt the Protocol on Scrutiny of the East Kent Services Committee set out at Schedule 3 .
3. To reaffirm the collaboration objectives and partnership values set out at Schedule 4.
4. That each Council (with the approval of each executive) appoints two executive members and two substitute executive members to the East Kent Services Committee. Thereafter each Council to appoint members in accordance with its own constitution. .
5. Approve the arrangements for the discharge of functions and delegations contained in Schedule 5 to this report
6. Authorise their respective Chief Executives to discharge the powers and functions as described in the section of this report headed “The Proposed Collaboration Agreement” together with any other functions as may be appropriate to ascribe to them in the proposed collaboration agreement.
7. That the revised arrangements at 1 to 6 above, are effective from 10:30 am on 11 February 2015 subject to the Cabinets and Councils of each of the authorities having made the decisions set out at 1 to 8 in identical terms.
8. Authorise the respective chief executives to approve on behalf of their respective councils a collaboration agreements incorporating the above resolutions and any other necessary terms to the ensure efficient and equitable delivery of the collaboration objectives and partnership values as set out in this report..

That Dover District Council Resolve

D1 Create the Chief Officer post (without employment) of Director of Collaborative Services and accept the services of the Director of EK Services

for the purposes of exercising the functions of that post pursuant to section 113 Local Government Act 1972.

D2 Acting pursuant to section 111 Local Government Act 1972 (and all other powers so enabling), place the services of the Director of EK Services at the disposal of the EKSC for the purpose of discharging the functions of the Director of EK Services as defined in the proposed collaboration agreement.

**That Thanet District
Council Resolve**

T1 Make the services of its employee, the Director of East Kent Services available to Dover District Council pursuant to section 113 Local Government Act 1972 for the purposes of exercising the functions of Director of Collaborative Services

T2 Acting pursuant to section 111 Local Government Act 1972 (and all other powers so enabling), place the services of the Director of EK Services at the disposal of the EKSC for the purpose of discharging the functions of the Director of EK Services as defined in the proposed collaboration agreement.

Next stage in process

As previously agreed by the councils the approval of this report will wind up the previous governance arrangements for East Kent Services and the East Kent Human Resources Partnership, will align the governance and management arrangements under new governance arrangements which will include only those councils now sharing services.

That the East Kent Services Committee approve, the onward delegations to each of the Director of Collaborative Services and the Director of Shared Services the arrangements for the discharge of functions and delegations to the Committee contained in Schedule 5 to this report

SUPPORTING INFORMATION

1. Background

In the summer of 2012 the East Kent Joint Arrangements Committee, the East Kent Joint Scrutiny Committee and the executives of each council represented on the Joint Committees considered a report submitted by the Head of Legal and Democratic Services (Canterbury) and Solicitor to the Council (Dover) reviewing the East Kent arrangements for the delivery of shared services.

The Councils resolved to dissolve the East Kent Joint Arrangements Committee and the East Kent Joint Scrutiny Committee on the establishment of a new committee relating to functions shared by Canterbury City Council, Dover District Council and Thanet District Council. Once established, Kent County Council and Shepway District Council would cease to have any further involvement in the arrangements.

Following this, consideration was given by Canterbury, Dover and Thanet to the future management of the shared services.

2 Features of Current Structure

The shared services arrangements for East Kent Services (EKS) and EK Human Resources (EKHR) were established at different times and under different collaboration arrangements. EKHR came first. EKS came later.

Whilst the two collaboration documents have features in common e.g. delegations through a joint services arrangements committee, the EKS document reflects the learning which was achieved over the working of joint services arrangements in practice.

Both arrangements are administrative collaborations taking effect under local government legislation. The arrangements are evidenced in formally drawn collaboration agreements which are necessary so that the parties have a clear understanding of how the shared service is to operate. The Councils have agreed to pool their sovereignty in respect of certain functions and delegate them to a joint committee which in turn has delegated the functions covered EKS to The Director of Shared Services and the functions covered by HR to the Head of EKHR.

By the decisions of 2012 the parties have agreed to dissolve the existing East Kent Joint Arrangements Committee primarily because the membership includes members from Shepway District Council and Kent County Council who either do not, participate in the shared services or only do so to a very minor extent. If the current payroll project proceeds to its intended conclusion, neither will be involved in the shared services at all.

The chief executives of the parties have examined and rejected the possibility of attempting to deliver the shared services through a corporate entity for reasons which included legal complexity, procurement and tax. In view of this and the foregoing and the desire of the participating councils to retain some sovereignty over shared services a shared services committee of some description must be maintained. Part of the function of this report is to describe how that joint committee may be constituted and run as a result of the proposed changes we describe.

In addition, the Director of Shared Services and the Head of EKHR have worked increasingly closely together and whilst not formally merged by decision have sought to align their management and operations as closely as possible. To take matters further and formally align their management formal decisions on structures and delegations are required.

The Proposed Joint Committee

Schedule 1 sets out the operating arrangements for a new joint committee to be known as the East Kent Services Committee ('EKSC'). This title reflects the 'brand' of the delivery organisation of most of the shared services.

The proposed procedure rules for EKSC appear in Schedule 2. They will be broadly familiar to members deriving from the Executive procedure rules under which, in similar ways, all Executives currently work. However this Committee works under the principles of the Local Government Act 1972 as amended, making reference where needed to the changes brought about by the Local Government Act 2000.

The operating arrangements will, having been approved by the constituent councils, in the event of conflict, have priority. Within the bounds of those operating arrangements and the law, the EKSC can agree its own procedure.

These procedure rules can be kept under review and amended if necessary.

Members will note the revised arrangements are proposed to be effective from 10.30am on 11 February 2015 subject to all parties making similar decisions. The reason for the precise date and time is that we must ensure the continuity of the delegations between the previous arrangements and the new ones. The date and time mentioned are those of the first meeting of the new joint committee and thus continuity can be preserved.

Scrutiny Arrangements

In 2012 it was agreed that the East Kent Joint Scrutiny Committee be dissolved and that future scrutiny should be carried out by the scrutiny committees of the individual participating councils. At the time it was resolved that the scrutiny committees of the individual councils arrange to meet on a regular basis to discuss issues of mutual interest. This has not happened but the proposed scrutiny protocol at Schedule 3 recognises the need for some co-ordination of activity. Further the protocol will establish the required common understanding of how the call-in process will work for all parties, even though only one of them may have actually called a particular decision in. Notwithstanding the possibility of call-in the protocol encourages the inclusion of business from EKSC in the work programme of the scrutiny committees of the individual parties to allow for pre-decision.

The Proposed Collaboration Agreement

The proposed Collaboration Agreement will incorporate the following features.

The structure of the proposed Collaboration retains many of the attributes (and actual clauses) of the earlier collaboration agreements. The proposed Collaboration Agreement will take as its theme and carry forward the collaboration objectives and partnership values set out in the existing arrangements as appearing at Schedule 4.

The main variations and features from the existing governance arrangements are as follows:

- The arrangements for EKHR and EKS are drawn together into one agreement.
- The East Kent Forum is given a formal role in decision making when sitting as the East Kent Services Board. It should however be noted that the Board does not become a collective decision making body. Decisions at this level will only be possible where there is unanimity amongst the membership of the Board. In default, decisions will need to be abandoned or referred to the East Kent Services Committee.
- Dover District Council remains the host authority for EKHR. Thanet District Council remains the host authority for EKS. In order to align the management of the two services it is proposed that Dover District Council should create a post of Director of Collaborative Services on its establishment who would hold the delegations relating to the human resources functions and manage the service.
- It is envisaged that the individual appointed to the Dover post of Director of Collaborative Services will be the same individual who occupies the Thanet post of Director of Shared Services. The Director of Collaborative Services will not be a paid employee of Dover District Council. Rather, Thanet District Council will make available the services of the Director of Shared Services to Dover in order to fulfil the functions of the Dover post. This arrangement is expressly contemplated by Section 113 of the Local Government Act 1972,
- Under the revised arrangements the Director of Collaborative Services/Director of Shared Services (assumed in practice to be the same person) as the holder of the delegations for all shared services functions would report to the East Kent Services Committee.
- The financial impact of the proposed collaboration agreement has been assessed as cost neutral.

3. Relevant Council Documents

Attached as Schedules 1 to 5.

4. Consultation planned or undertaken

Informal consultation with senior managers affected.

5. **Options available with reasons for suitability**

- (i) To approve the proposed arrangements and collaboration agreement
- (ii) To retain the status quo and continue with existing committee arrangements and the separate collaboration agreements for EKHR and EKS.
- (iii) To approve the revised committee structure only and continue with the separate collaboration agreements for EKHR and EKS.
- (iv) Examine a corporate delivery vehicle.
- (v) To bring all services under one host authority.

6. **Reasons for supporting option recommended, with risk assessment**

Option (i) is recommended, as the proposed committee structure reflects decisions already taken by EKJAC in 2012. The proposed collaboration agreement is broadly based on the existing models, is familiar to the Authorities, aligns the management arrangements for the two services and provides service continuity.

7. **Implications**

- (a) Financial Implications

None.

- (b) Legal Implications

The arrangements and collaboration agreement are in accordance with legislation and are considered to be lawful, robust and workable.

8. **Conclusions**

These arrangements give effect to the decisions taken in 2012. The proposed collaboration agreement aligns the management arrangements for the two services and provides service continuity

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East Kent Services Committee
Operating Arrangements

Canterbury City Council

Dover District Council

Thanet District Council

together referred to as 'the Parties'

1. Key Principles

- 1.1 The Executive and full Council of each of the Parties has determined by resolution to establish this joint committee to become effective from 11 February 2015 for the purposes of exercising agreed functions over their 'combined administrative area'.
- 1.2 The joint committee will be established as the East Kent Services Committee (EKSC).
- 1.3 The Parties are committed to a joint committee which provides streamlined decision making; and co-ordination of services across the combined administrative area through mutual co-operation.
- 1.4 The Parties are committed to open and transparent working and proper scrutiny and challenge of the work of the EKSC through their own scrutiny arrangements.
- 1.5 Any new Parties to these arrangements after they become effective will have all the same rights and responsibilities under these arrangements.

2. Definitions

- 2.1 'Decisions' means those decisions of the Parties delegated from time to time to the EKSC to discharge.
- 2.2 'A shared service' means a service delivering functions as agreed by all of the Parties.
- 2.3 'The combined administrative area' means the local government areas of the city and district authority Parties combined.
- 2.4 'The Parties' means the authorities listed above.

- 2.5 'Voting Member' means the appointed elected members of each of the Parties.
- 2.6 'Host Authority' means the local authority appointed by the Parties under these arrangements to administer these operating arrangements and to facilitate the holding of meetings of EKSC.

3. Objectives

- 3.1 The objectives of the EKSC are to:
- (a) improve services, and secure economy, efficiency and effectiveness in their delivery in the combined administrative area
 - (b) Streamline decision making where joint arrangements exist
 - (c) Enhance mutual co-operation and strategic partnering

4. Powers and Functions

- 4.1 The EKSC is established under section 9EB of the Local Government Act 2000 and Regulations 4, 11 and 12 of the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and sections 101(5) and section 102(1) of the Local Government Act 1972 enabling the Parties to perform the functions referred to in the Schedule in the manner set out in these arrangements.
- 4.2 The functions of the EKSC shall be those functions or services that are delegated to it by the parties from time to time as approved by resolution of the executive and/or full Council (as appropriate). of such of the parties as are minded to participate in those joint functions and services.
- 4.3 Any delegations to the EKSC shall be made in a common form and shall not take effect until agreed by the executive and/or full Council (as appropriate) of all those Parties.

5. Terms of Reference

- 5.1 The terms of reference for the EKSC are as set out in the Schedule to these operating arrangements

6. Membership and Voting Rights

- 6.1 The EKSC shall comprise two executive members of each of the Parties who operate an executive system of political management. Where a party does not operate an executive system of political management then such a party shall appoint two members of the authority. .
- 6.2 Where a party operates an executive system of political management the Leader of each Party may nominate (for approval by the Council) two further members of their Executive to act as substitutes for either or both of the two appointed executive members as necessary .Where a party does no operate an executive system of political management then such a party may appoint two further members of the authority to act as substitutes.

- 6.3 Non-voting members may be co-opted onto the EKSC from any or all of the Parties or from other public sector partner organisations as the EKSC may unanimously decide. Co-optees may participate in the debate but may not vote.

7. Frequency of Meetings

- 7.1 The EKSC will meet at least once annually and may hold additional meetings as business requires.

8. Agenda Setting and Access to Meetings and Information

- 8.1 The agenda for the EKSC shall be agreed by the chairman of the EKSC following a briefing by relevant officers. Any member of the EKSC may require that an item be placed on the agenda of the next available meeting for consideration.
- 8.2 Notice of meetings and access to agendas and reports will be in accordance with The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, or sections 100A-K and Schedule 12A of the Local Government Act 1972 and the Openness of Local Government Bodies Regulations 2014, as appropriate.

9. Sub-Committees

- 9.1 The EKSC may establish sub-committees as it may determine.
- 9.2 When establishing a sub-committee the EKSC will agree the:
- (a) terms of reference for the sub-committee
 - (b) size and membership of the sub-committee including co-optees
 - (c) period for which the sub-committee will remain constituted
 - (d) chairman of the sub-committee or will delegate this decision to the sub-committee
 - (e) mechanism for hosting the sub-committee and sharing the cost amongst the relevant Parties, as appropriate

10. Delegation to Sub-Committees and Officers

- 10.1 The EKSC may arrange for the discharge of any of its functions by a sub-committee of the EKSC or an officer of one of the Parties. Any such sub-committee may, subject to the terms of these arrangements and unless the executive leader of any of the parties directs otherwise, arrange for the discharge of any of its functions by such an officer.

11. Meetings and Procedure

- 11.1 The Chairman and Vice Chairman of the EKSC will be appointed annually by the EKSC.

11. Meetings and Procedure

- 11.1 The Chairman and Vice Chairman of the EKSC will be appointed by the EKSC on the basis of the position being rotated annually, as follows, and repeated each three years:

	Chairman and Host Authority	Vice Chairman
Year 1 (2014/2015)	Thanet District Council	Dover District Council
Year 2 (2015/2016)	Dover District Council	Canterbury City Council
Year 3 (2017/2018)	Canterbury City Council	Thanet District Council

All appointments to be for the municipal year commencing April/May in any year

- 11.2 In the absence of the chairman and the vice chairman at a meeting, the meeting will elect a chairman for that meeting.
- 11.3 The quorum of the EKSC will be three with at least one member present from each of the three Parties. If the meeting is inquorate then it shall stand deferred for seven days to meet at the same time and in the same place when the quorum shall be three drawn from any of the Parties.
- 11.4 The EKSC may approve rules for its procedure and meetings from time to time.
- 11.5 The parties may approve a protocol for the scrutiny process of EKSC from time to time.

12. Decision Making

- 12.1 All decision shall be decided by a majority of members present and voting thereon at a meeting of the EKSC. The vote will be by way of a show of hands.
- 12.2 The EKSC may recommend to the parties services and/functions which may be considered for joint working.
- 12.3 Where all of the parties have agreed to delegate a shared service, then the service will become a shared service when all Parties have passed the necessary resolutions.

13. Publicity In Connection With Key Decisions

- 13.1 Decisions of the EKSC which will amount to a Key Decision of any Party shall be included within each Parties publicity in connection with key decisions.

14. Host Authorities and Allocation of Roles

- 14.1 The Host Authority shall be Canterbury City Council until the parties otherwise decide.
- 14.2 Responsibility for the following support services to the EKSC will be allocated to the Host Authority:
- (a) the provision of legal advice and services
 - (b) the provision of financial advice and services

(c) secretariat support and services

(d) communications support and services

14.4 The cost of the services and advice set out in this section will be met by each of the Parties in such proportion as they shall from time to time agree.

15. Amendments to these Arrangements

15.1 These arrangements may be amended by the unanimous agreement of the EKSC following a recommendation approved by the Executive and full Council of each of the Parties.

16. New Membership and Cessation of Membership

16.1 New Parties may join the joint committee provided that the Executive and full Council of the joining Party (ies) and of all the Parties to these arrangements for the time being so resolve.

16.2 Any of the Parties may cease to be a party to these arrangements following notice of cessation subsequent to a decision by the relevant Executive and full Council. A minimum of six months notice is required for any Party to leave the EKSC and in any event, any notice of cessation can only be effective when expiring on 31 March in any year. For the avoidance of doubt, where a Party wishes to withdraw from these arrangements but makes that decision and gives notice within six months expiring on 31 March, they may not withdraw from these arrangements until the 31 March in the subsequent year.

16.3 On any of the Parties ceasing to be a party to these arrangements, these arrangements shall continue unless the remaining parties determine that those arrangements shall terminate. The benefits and burdens of such termination shall be agreed between the Parties and in default of such agreement shall be determined in accordance with 17.1.

16.4 Termination of these arrangements may occur by agreement of all the Parties.

17. Dispute Resolution

17.1 Any dispute between the Parties arising out of these arrangements shall be referred to a single arbitrator to be agreed between the Parties, or, where no agreement can be reached, and having regard to the nature of the dispute, by an arbitrator nominated by the chairman of the Local Government Association and will be carried out in accordance with the provisions of the Arbitration Act 1996 as amended or modified and in force for the time being.

18. Claims and Liabilities

18.1 The purpose of these arrangements and any actions taken under them is to assist all of the Parties to undertake shared services). The Parties therefore have agreed that:

(a) all of the costs attributable to the provision of any shared service shall be shared between the Parties in such proportions as they shall agree (and if not otherwise agreed then in equal shares)

- (b) where one of the Parties nominated by the EKSC to act in respect of a shared service undertakes actions or incurs liabilities in respect of that shared service on behalf of the EKSC then it shall be entitled to be indemnified by the other Parties for the appropriate proportion of all its costs and liabilities incurred in good faith in relation to that shared service
- (c) where one of the Parties nominated by the EKSC to act as Host Authority undertakes actions or incurs liabilities in that respect then it shall be entitled to be indemnified by the other Parties for the appropriate proportion of all its costs and liabilities incurred in good faith
- (d) a Party carrying out actions in good faith on behalf of the EKSC shall not (other than in the case of fraud and/or clear bad faith) be liable to claims from the other Parties (and there shall be no right of set-off against any claim for indemnity under (b) and/or (c) above) on the grounds that the actions that were taken were not the proper actions carried out properly or that the costs and liabilities incurred were not reasonably and properly incurred (as long as they were in fact incurred)

18.2 Each of the Parties shall at all times take all reasonable steps within its power to minimise and mitigate any loss for which it is seeking reimbursement from any of the other Parties.

19. Data Protection, Freedom of Information, Information Sharing & Confidentiality

19.1 Subject to the specific requirements of this clause, each of the Parties shall comply with its legal requirements under data protection legislation, freedom of information and associated legislation, and the law relating to confidentiality.

19.2 An authority will be appointed as a Host Authority for the purposes of ensuring compliance with any legislative or legal requirements relating to these issues should they arise directly in relation to the joint committee (as compared to information held by the Parties to these arrangements).

19.3 Each of the Parties shall:

- (a) treat as confidential all information relating to:
 - (i) the business and operations of the other Parties and/or
 - (ii) the business or affairs of any legal or natural person in relation to which or to whom confidential information is held by that Party("Confidential Information") and
- (b) not disclose the Confidential Information of any other of the Parties without the owner's prior written consent

19.4 Clause 19.3 shall not apply to the extent that:

- (a) such information was in the possession of the Party making the disclosure, without obligation of confidentiality, prior to its disclosure or

- (b) such information was obtained from a third party without obligation of confidentiality or
 - (c) such information was already in the public domain at the time of disclosure otherwise than through a breach of these arrangements or
 - (d) disclosure is required by law (including under Data Protection Legislation, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004) or disclosure is permitted by the Human Rights Act 1998
- 19.5 The Parties may only disclose Confidential Information of another of the Parties to staff who need to know by reason of their work. Each of the Parties shall ensure that such staff are aware of, and comply with, these confidentiality obligations and that such information is not used other than for the purposes of the EKSC.
- 19.6 If any of the Parties receives a request for information under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 then the other Parties shall (at their own expense) assist and co-operate to enable the request to be dealt with.
- 19.7 If a request for information is received then the Party receiving it shall copy it to the other Parties and consider when making its decisions any views of the other Parties.
- 19.8 Notwithstanding the provisions of 19.6 and 19.7 it shall be the Party receiving the request that is responsible for determining at its absolute discretion how to reply to the request.
- 20. Exercise of Statutory Authority**
- 20.1 Without prejudice to these arrangements, nothing in these arrangements shall be construed as a fetter or restriction on the exercise by any of the parties of their statutory functions. The parties may continue to provide the whole or any part of a service at their own cost notwithstanding that the service is also a shared service being provided jointly.

TERMS OF REFERENCE of the EAST KENT SERVICES COMMITTEE

1. To exercise the executive and non-executive functions of the parties in order to commission, co-ordinate, provide, procure and/or manage any shared services as are agreed from time to time by the Parties
2. To provide strategic direction to the officers advising the EKSC
3. To exercise any of the functions or services that are determined to be a shared service in accordance with these arrangements
4. To develop work programmes and projects in relation to the functions which the parties are minded to be delegated to the EKSC by the Parties
5. To report as necessary to each of the Parties on its activities
6. To respond to reports and recommendations made by all or any of the Parties
7. To make recommendations to the Parties for improvement and change of these operating arrangements and to propose (as appropriate) the creation of special purpose vehicles for the achievement of the Objectives, including companies, formal partnerships or consortia, the expansion of these arrangements to include other local authorities, the conclusion of contracts with other persons and the provision of services, supplies and works to other persons

East Kent Services Committee Procedure Rules

These Rules are made supplemental to clause 11.4 of the East Kent Services Committee operating arrangements (“operating arrangements”) and are to be read in conjunction with them. In the event of conflict the operating arrangements shall prevail. “Joint Committee” means the East Kent Services Committee. Words and phrases not otherwise defined in these Rules shall have the meanings given them in the operating arrangements.

1. The operation of the Joint Committee

1.01 Who may make decisions?

The arrangements for the discharge of functions are:

- i) the Joint Committee as a whole;
- ii) a sub-committee;
- iii) an officer of one of the Parties.

1.02 Sub-delegation of functions

- (a) Where the Joint Committee are acting as a whole, they may delegate further to a sub-committee or an officer.
- (b) Even where functions have been delegated, that fact does not prevent the discharge of delegated functions by the person or body who delegated them.

1.03 The Joint Committee’s scheme of delegation

The Joint Committee’s scheme of delegation will be subject to adoption by it and may only be amended by it. It will contain any limitations or conditions.

1.04 Joint Committee meetings – frequency and venue

The EKSC will meet at least once annually. At other times it will meet at times agreed by the Chairman with the Chief Executive of the host authority. It will meet at the premises of the host authority.

A meeting of the Joint Committee shall be summoned by the Chief Executive of the Host Authority who will give a minimum of five working days notice (or less in the case of urgency) or any other date convenient to the Chairman subject to the requirements of legislation.

1.05 Meetings of the Joint Committee

Meetings of the Joint Committee will be held in public except in so far as the matters for decision relate to issues which can be dealt with in private in accordance with the Access to Information requirements of the Local Government Act 1972.

1.06 Quorum

The quorum of the Joint Committee is as provided for in paragraph 11.3 of the operating arrangements.

2. Conduct of meetings

2.01 Chair

The Chairman will preside at any meeting of the Joint Committee at which he/she is present, and in his/her absence the Vice Chairman will preside. In the absence of both the Chairman and Vice Chairman the members present shall appoint another person to preside.

2.02 Attendance

Members of the public (including other members of the Parties) may attend all meetings of the Joint Committee except when exempt or confidential information is being considered where the press and public, may be excluded by resolution of the Joint Committee in accordance with the Local Government Act 1972.

2.03 Order of business

Meetings of the Joint Committee will include the following business:

- i) consideration of the minutes of the last meeting;
- ii) apologies for absence;
- iii) declarations of interest, if any;
- iv) matters referred to the Joint Committee by any of the Parties;
- v) consideration of reports from any Sub-Committees of the Joint Committee;
- vi) consideration of reports from the Officers;
- vii) matters set out in the agenda for the meeting, which shall indicate which are key decisions;
- viii) advice to the Parties for their publicity in connection with key decisions;

2.04 Consultation

Reports will set out the details and outcome of consultation as appropriate. The level of consultation required will be appropriate to the nature of the matter under consideration.

2.05 Timescales

In considering matters in relation to budgetary issues the Joint Committee will have due regard to any appropriate timescale within which budgets have to be approved by the Parties.

2.06 Key decisions

Decisions of the Joint Committee which are key decisions shall only be taken provided that the matter in question is contained within the publicity in connection with key decisions of all Parties. If not publicised as required that decision can only be taken if any delay likely to be caused by the call-in process would seriously prejudice the interests of any of the parties or the public interest. The record of the decision and the notice by which it is made public shall state whether, in the opinion of the decision maker, the decision is an urgent one, and therefore not subject to call-in. The Chairman of the appropriate scrutiny committee of each of the parties must agree both that the decision proposed is reasonable in all the circumstances and to it being treated as a matter of urgency. In the absence of the Chairman of the appropriate scrutiny committee, the consent of the Chairman of that party shall be required. In the absence of both the Chairman of the appropriate scrutiny committee and the Chairman of the appropriate party, the consent of the Vice-Chairman of that party shall be required. Decisions taken as a matter of urgency must be reported to the next available Full Council meetings of each of the parties, together with the reasons for urgency.

2.07 Recording of decisions

Following a meeting of the Joint Committee at which a report has been received and at which a decision has been made, the Host Authority shall ensure that a written statement is kept which must include the following:

- (i) record of the decision;
- (ii) record of reasons for the decision;
- (iii) details of alternative options considered;
- (iv) record of any interest declared; and
- (v) any dispensation granted under the Code of Conduct for Members

No decision will be made either by the Joint Committee or a Sub-Committee thereof unless there is present at the meeting the Head of Paid Service of the Host Authority (or his representative) or the officer responsible for the particular joint service project is present or their representative and the Proper Officer for recording decisions is present which for this purpose shall be an officer of the host authority who is not the Head of Paid Service.

A written statement of the decision taken will be produced by the Proper Officer within two clear working days following the Joint Committee.

Protocol on Scrutiny of the East Kent Services Committee

Canterbury City Council

Dover District Council

Thanet District Council

together referred to as ‘the Parties’

1. Key Principles for the Scrutiny of the East Kent Services Committee

- 1.1 The members of the all the parties will work together to maximise the exchange of information and views, to minimize bureaucracy and make best use of the time of members and officers.
- 1.2 The guiding principle for the operation of scrutiny is that it should be consensual, positive and transparent. The emphasis of the work should be on making proactive contribution to the development of policy and the discharge of the functions of the East Kent Services Committee (‘EKSC’). This is best achieved by an inclusive process covering members, the parties’ partners, service users and officers.

2. Purpose

- 2.1 The purpose of this protocol is to facilitate the performance of the scrutiny function of each of the parties under the Local Government Act 2000.
- 2.2 If any party changes its political management arrangements this Protocol shall cease to apply to that party insofar as its statutory powers are concerned but it would seek to carry out non-statutory scrutiny in a manner consistent with its constitution and this protocol

3. Pre-Decision Scrutiny

- 3.1 The parties agree to use their publicity in connection with key decisions, residents surveys and other material to identify topics for future scrutiny and for inclusion in their scrutiny work programme. To this end the parties shall endeavour to co-ordinate their activities.

4. Call-In

- 4.1 A procedure for the operation of call-in by the parties has been agreed and is set out in the Schedule.
- 4.2 Where there is a call-in by any of the parties each of the other Parties will be notified forthwith. The call-in shall be heard by the call-in Party’s appropriate scrutiny

committee in accordance with the call-in Party's own arrangements. Where there is more than one call-in on the same subject the parties shall endeavour to co-ordinate their activities.

- 4.3 The call-in procedure set out in clauses 4.1 and 4.2 above shall not apply where the decision being taken by or on behalf EKSC is urgent. A decision will be urgent if any delay likely to be caused by the call-in process would seriously prejudice the interests of any of the Parties or the public interest. The record of the decision and notice by which it is made public shall state whether, in the opinion of the decision maker, the decision is an urgent one and therefore not subject to call-in. The suspension of call-in (including the obtaining of any necessary consents) shall be dealt with in accordance with each parties' constitutional arrangements. Decisions taken as a matter of urgency must be reported to the next available full Council meetings of each of the Parties, together with the reasons for urgency.

5. Amendments to this Protocol

- 5.1 This protocol may be amended by the unanimous agreement of the parties.

6. Administration

- 6.1 The decisions and recommendations of the parties scrutiny committees will be communicated to EKSC and the participating councils as soon as possible after the resolution of the committee.

7. Exercise of Statutory Authority

- 7.1 Without prejudice to these arrangements, nothing in this protocol shall be construed as a fetter or restriction on the exercise by any of the parties of their statutory functions.

The Schedule to Protocol on Scrutiny of the East Kent Services Committee

PROCEDURE FOR THE OPERATION OF CALL-IN

1. When a decision is made by EKSC, a sub-committee of EKSC, or a key decision is made by an officer with delegated authority from EKSC, the decision shall be published, including where possible by electronic means, and shall be available at the main offices of each of the Parties normally within two days of being made. Each of the Parties will be sent copies of the records of all such decisions within the same timescale, by the person responsible for publishing the decision. Each of the Parties shall thereafter publish and distribute the records as appropriate to their own constitutional arrangements (including distribution to chairs of all overview and scrutiny committees).
2. That notice will bear the date on which it is published and will specify that the decision will come into force, and may then be implemented at 12.00 noon, on the fourth working day after the publication of the decision, unless it is called-in.
3. If a decision is called-in by a scrutiny committee of one of the parties that party shall hold a meeting of the appropriate scrutiny committee within 10 working days of the decision to call-in. Reasons for calling-in a decision should be given and recorded in the agenda.
4. If, having considered the decision, the appropriate scrutiny committee of one of the parties is still concerned about it, then it may refer it back to the decision making person or body for reconsideration, setting out in writing the nature of its concerns or refer the matter to its full Council and may circulate them to the other Parties. If referred to the decision maker they shall then reconsider within a further 10 working days, amending the decision or not, before adopting a final decision.
5. If the scrutiny committee or council of any of the Parties to whom the matter has been referred does not meet, or if it does but does not refer the decision back to the decision maker, the decision will become effective on the date of the relevant meeting of the scrutiny committee or the full Council or expiry of the period in which the scrutiny committee meeting or meeting of the Council should have been held, whichever is the earlier.

The Collaboration Objectives and the Partnership Values

The collaboration objectives are:-

the commitment of the Authorities to the most economically advantageous and closest co-ordination possible of the Shared Services across the Authorities' administrative areas within the law and practical achievement enabling cross border co-operation to improve efficiency and the obligation to discharge the Best Value duty imposed on the Authorities by section 3 of the Local Government Act 1999 in relation to, inter alia, the Shared Services or any part of them

The partnership values are:-

- Openness, communication, trust and information sharing on a formal and informal basis in a timely fashion.
- Creating open dialogue between the Authorities to discuss and resolve any issues arising irrespective of any fault and where it may lie.
- Recognising that issues and conflicts will arise and openly acknowledging, discussing and addressing such issues.
- Being inclusive and open minded when developing ideas and plans.
- Developing agreed and clearly understood mutual objectives whilst recognising and respecting each Authority's individual objectives.
- Applying efforts to recognise common objectives which are clearly communicated, recorded and understood and recognising any necessary change to those objectives.
- Creating a proactive and positive culture seeking improvement and being open to adopting new approaches and techniques.
- A commitment to a constructive and collaborative resolution of problems and developing joint problem solving approaches, looking for mutually beneficial outcomes.
- Creating a proactive and positive culture amongst all of its personnel so problems are resolved quickly.
- Recognising that the priority should be resolution of issues and working together to allow better anticipation of potential problems and preventative action.
- Ensuring that where there is a change of key personnel any new personnel are provided with high quality induction training and made aware of the working practices related to delivery of the Collaboration.
- To use reasonable endeavours to provide consistency in the personnel assigned to deliver the services and that key personnel remain capable and competent throughout the term of this Agreement.
- To ensure there is a commitment to overall sound contract performance management, benefit realisation and reporting, including the management of change and risk and that the agreement develops and changes to meet the Authorities' business needs.

- To use reasonable efforts to ensure this Agreement develops in ways which are consistent with the Collaboration Objectives, the Authorities' constitutions and political and corporate objectives;

Arrangements for the Discharge of Functions and Delegations

Functions To Be Discharged By EKSC On Behalf Of The Authorities

Framework and Definitions

1. The functions delegated in this Schedule are associated with the following services which are to be delivered by Canterbury City Council, Dover District Council and Thanet District Council through the East Kent Services Committee:
2. Detailed as below:
 - (a) ICT
 - (b) face to face and contact centre customer services
 - (c) revenues and benefits
 - (d) human resources
3. It is contemplated that the East Services Committee will in turn delegate the discharge of these functions to the Director of Collaborative Services and/or the Director of Shared Services or other of their officers.
4. The “Arrangements” means the operating arrangements, Terms of Reference, Committee Procedure Rules and any other minutes or documents for the time being in force by which the East Kent Joint Arrangements Committee is constituted and its powers defined.
5. “Authority” means Canterbury City Council, Dover District Council, or Thanet District Council as the context requires, being the authority on whose behalf the particular powers or functions are being exercised and “Authorities” shall be construed accordingly.
6. “The Committee” means the East Kent Services Committee.
7. “The Department” means as the context requires the East Kent Shared Services department under the Directorship of the Director of Shared Services and or the East Kent Human Resources department under the Directorship of the Director of Collaborate Services.
8. “Scheme of Delegation” means the arrangements for the discharge of functions and delegations set out in this Schedule.

Exercise of Functions

9. The Council's and the Executives of the Authorities delegate the discharge of the functions set out in this Scheme of Delegations to the East Kent Services Committee pursuant to all powers contained in or having effect under the Local Government Acts of 1972 and 2000.
10. The exercise of the powers and functions set out in this Schedule shall without prejudice to any specific delegation or authorisation set out, and subject to any express Conditions/Exclusions/Limitations/Notes specified, be taken to include power to do anything incidental or conducive to the discharge of such functions including (by way of example and not by way of limitation) power to do any of the following:
 - (a) To appoint or designate any officer as an "authorised officer", "inspector", "person duly authorised" or similar under any of the legislation or functions specified for the purposes of enabling any such person to carry such legislation or functions into effect.
 - (b) To authorise any officer for the purposes of any of the above mentioned legislation or functions.
 - (c) To exercise any power or function conferred by or in connection with the specified legislation or functions to:
 - (i) Require any person to provide any information.
 - (ii) Enter or inspect any land, premises, vehicle or vessel.
 - (iii) Take samples of, seize, test, dispose of, destroy, or otherwise deal with and thing or substance in accordance with the applicable legislation.
 - (iv) Make application for any warrant or order to a court of summary jurisdiction and to execute any such warrant or order taking with him or her any other person as may be authorised.
 - (v) To make or swear any information.
 - (vi) Institute or defend any legal proceedings, and to take all proper steps in the furtherance or compromise of such proceedings (in each case) in consultation with the Solicitor to the Council which may be undertaken in relation to specific cases or in relation to categories of work,.
 - (vii) Execute work.
 - (viii) Sell or dispose of any goods, articles, samples materials or other property (other than land and buildings).
 - (ix) Recover any sums of money due to the Authorities.
 - (x) Authorise any other person to do any of the things mentioned in (i) to (ix) above to the extent permitted by law.
11. The East Kent Services Committee are hereby authorised to discharge on behalf of the Authorities the function of preparing and approving, amending or repealing, any

policy, statement, practice note, code of guidance, procedure or similar in connection with the functions hereby delegated and:-

- (a) Until such time as they have done so any reference in this Part to any policy, procedure, process or similar administrative statement of practice 'of the Authority' shall be interpreted as a reference to the relevant policy, procedure process of similar administrative statement of the relevant Authority in force on 11 February 2015.
 - (b) Any reference in this Part to any policy, procedure, process or similar administrative statement of practice 'of the Authority' shall be interpreted as a reference to the relevant policy, procedure process of similar administrative statement as approved by the former East Kent Joint Arrangements Committee or the East Kent Services Committee (or the relevant Authority) after 11 February 2015.
12. Any reference to any Act, Rule, Order or Regulation shall be taken as including a reference to that Act, Rule, Order or Regulation as re enacted replaced or modified from time to time.
13. References to any statutory provision shall include a reference to any subordinate or secondary legislation made under or taking effect under it from time to time.

Administrative

14. The Committee may only exercise the delegated powers in this schedule in accordance with:-
- (a) Statutory or other legal requirements, including the principles of public law, the Human Rights Act 1998 (as amended), statutory guidance and statutory codes of practice.
 - (b) The Constitution of the Authority where relevant including standing orders, contract standing orders and financial regulations.
 - (c) The revenue and capital budgets of the Authority, subject to any variation thereof which is permitted by the Authority's Financial Regulations.
 - (d) Consideration of any relevant policy adopted by the Committee.
15. The Committee may not exercise delegated powers where –
- (a) The matter is reserved to the Authority by the arrangements.
 - (b) The matter is a function which cannot by law be discharged by the Committee.
16. The Committee may not exercise delegated powers in a way which is contrary to the policies and plans approved by or on behalf of the Authority.
17. Where an officer has delegated powers the Committee or sub-committee (as appropriate) the Committee can still exercise that power if it considers that it is appropriate to do so.

18. If for any reason it is not practical to consult a person required to be consulted in the exercise of a delegation then the Committee must consult someone else they reasonably consider to be an appropriate substitute consultee if reasonably practicable to do so.
19. The delegations in this Scheme of Delegation include the discharge of both executive and non-executive functions
20. Any reference in this Scheme of Delegation to any enactment shall include a reference to any amendment to or re-enactment of the same.
21. Where The Committee has delegated authority to discharge functions by virtue of any other decision by the parties or the absence of the delegation from this Scheme of Delegation shall not prevent the exercise of the delegation.
22. Where the Committee delegates the exercise of any function to an officer of any of the Authorities that officer may nominate another officer or officers to exercise that duty, function or power, provided that the nominated officer(s) report to or is responsible to officer to whom the delegation has been made.
23. Where an officer has delegated authority to discharge functions;
 - (a) By virtue of any other decision of the parties or;
 - (b) Through a specific decision of the Committee, or a sub-committee, either before or after the adoption of this Scheme of Delegation,

The absence of the delegation from this Scheme of Delegation shall not prevent the exercise of the delegation.

Functions Related to the Administration and Management of the Shared Service

Business cases and delivery of services

24. To develop shared service business cases work programmes and projects in relation to the functions which any of the Authorities are minded to delegate to the Committee. . [E/C]
25. With the assistance if necessary of the appropriate Chief Executive of any of the Authorities to obtain from his or her Authority any information required in preparing a shared service business case. . [E/C]
26. Once a business case is approved to implement the same and deliver the service as defined therein. [E/C]
27. To make arrangements for the management of the Department. [E/C]

Financial

28. Acceptance of the lowest tender or bid for the carrying out of works for the committee, the purchase, leasing or hiring of goods, materials and equipment by the committee, or the supply of services to the committee, provided that budget provision is available. [E]

29. Authorise Entry into contract documentation following tender/bid acceptance (subject to the provisions of Financial Regulations and Contract Standing Orders of the Authority relating to the execution of contracts under seal). [E/C]
30. Authority to negotiate and agree price increases where a contract provides for price increases to be negotiated and agreed by the parties, subject to Contract Standing Orders of the Authority and ensuring sufficient budgetary provision exists. [E/C]
31. The assignment or novation of a contract. [E/C]
32. The approval of the appointment of or the acceptance of the tender of a sub-contractor or supplier for specialist work or material provided that this does not result in the budget provision for the works as a whole being exceeded. [E/C]
33. Virement between heads of expenditure of up to the limit specified in the Authority's Financial Regulations provided that such virement is in accordance with the conditions for virements in such Financial Regulations. [E/C]
34. Provision of reasonable hospitality to representatives of other authorities, visiting a department or premises under the Committees control subject to agreement by the Chief Executives of each of the parties for expenditure in excess of £500. [E]
35. To negotiate and agree variations in contracts arising out of statutory requirements subject to adequate budgetary provision being available. [E/C]

Shared Services Employees

36. The Authority's empower the Committee to the intent that the Director has the necessary delegated powers to:-
 - (a) to determine the establishment and make changes to the establishment of the Department [C]
 - (b) to exercise all powers functions and responsibilities in relation to the employment, management and dismissal of staff engaged [C]] in the shared services under the terms, conditions, policies and procedures of the Authority. [C]

General

37. To publicise the services they provide. [E/C]
38. To deal with issues relating to the Commission for Local Administration relevant to the Committee. . [E/C]

Delegation of the functions associated with the provision of ICT services, face to face contact centre customer services and benefits and benefits administration.

Column 1 Legislation/Function	Column 2 Brief Description	Column 3 Conditions/ Exclusions Limitations/Notes
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Column 1 Legislation/Function	Column 2 Brief Description	Column 3 Conditions/ Exclusions Limitations/Notes
1. Council Tax	<p>In connection with the administration of the council tax:</p> <p>(a) to determine occupation, to send invoices, grant reliefs, issue penalties, collect income and take all recovery and other administrative steps necessary to collect the council tax in accordance with any statute or statutory regulations and make determinations and exercise discretions as appropriate, except for matters specifically reserved to the Authorities;</p> <p>(b) to administer the Authorities' Council Tax Reduction Schemes in accordance with any statute or statutory regulations and make determinations and exercise discretion as appropriate, except for matters specifically reserved the Authorities;</p> <p>(c) to represent the Billing Authority in any proceedings tribunal or appeals panel dealing with matters of housing benefit or council tax, and in any proceedings relating to the recovery and enforcement of council tax and penalties before the Magistrates and County Court, and to authorise officers of any Authorities who are represented on the East Kent Services Committee to similarly represent the Billing Authority;</p> <p>(d) to undertake interviews under caution, to issue cautions, administrative penalties and authorise prosecutions in accordance with legislation, and the Authorities' prosecution policy and statement on fraud;</p> <p>(e) to administer discretionary</p>	

Column 1 Legislation/Function	Column 2 Brief Description	Column 3 Conditions/ Exclusions Limitations/Notes
	<p>housing payments in accordance with legislation and the Authorities' policy;</p> <p>(f) to complete statutory returns in connection with council tax;</p> <p>(g) to serve or withdraw completion notices under Schedule 4a of the Local Government Finance Act 1988 as amended;</p> <p>(h) to determine liable persons, exemptions, discounts, transitional relief schemes, calculate instalments, appoint bailiffs, debt collection agents and process servers, request a statement of case for the opinion of the High Court, attach earnings and income support, impose a charge upon property, commence bankruptcy proceedings, attach allowances, levy distress, impose charges for levying distress, seek insolvency of the debtor or commitment to prison, to request and execute warrants of arrest and exercise any other administrative step for the collection of council tax;</p> <p>(i) to represent the Authorities in the determination of proposals, alterations and appeals for council tax where appropriate;</p> <p>(j) to represent the Billing Authority in requests for administration orders under the County Courts Acts in respect of unpaid council tax;</p> <p>(k) to be responsible for the prevention, detection and prosecution of council tax fraud.</p>	<p>Statutory returns must be authorised by the Section 151 Officer of the Authorities</p>
2. Administration of	In connection with the	

Column 1 Legislation/Function	Column 2 Brief Description	Column 3 Conditions/ Exclusions Limitations/Notes
the Housing Benefit Scheme	<p>administration of the Housing Benefit Scheme:</p> <p>(a) to be responsible for promoting take up of Housing and Council Tax Support p schemes;</p> <p>(b) to grant Housing Benefit (rent allowances and rent rebates) in accordance with any statute or statutory regulations and make determinations and exercise discretion as appropriate, except for matters specifically reserved for the Council and Committees/Executive;</p> <p>(c) to determine and recover overpayments of Housing Benefit including making decisions on the method of recovery;</p> <p>(d) to make determinations and payments in accordance with the Authorities' Discretionary Housing Payments policy;</p> <p>(e) to undertake interviews under caution, to issue cautions, administrative penalties and authorise prosecutions in accordance with legislation, and the Authorities' prosecution policy in respect of Housing Benefits</p> <p>(f) to complete statutory subsidy calculations and returns , and all other statistical returns;</p> <p>(g) to undertake all other administrative processes in connection with the Housing Benefit scheme.</p>	<p>Statutory subsidy calculations and returns must be authorised by the Section 151 Officer of the Authorities</p>
3. National Non-Domestic Rate	<p>In connection with the administration of the national non domestic rate:</p> <p>(a) to determine occupation, to</p>	<p>This includes and recovering money</p>

Column 1 Legislation/Function	Column 2 Brief Description	Column 3 Conditions/ Exclusions Limitations/Notes
	<p>send invoices, grant reliefs, collect income and take all recovery and other administrative steps necessary to collect the national non domestic rate in accordance with any statute or statutory regulations and make determinations and exercise discretions as appropriate, except for matters specifically reserved to the Authorities;</p> <p>(b) to represent the Billing Authority in any proceedings before the Valuation Tribunal, and in any proceedings relating to the recovery and enforcement of national non domestic rate before the Magistrates and County Court, and to authorise officers within the Head of Business and Community Transformation's Division to similarly represent the Billing Authority;</p> <p>(c) to complete statutory returns in respect of national non domestic rate;</p> <p>(d) to serve or withdraw completion notices under Schedule 4a of the Local Government Finance Act 1988 as amended;</p> <p>(e) to determine liable persons, exemptions, transitional relief schemes, calculate instalments, appoint bailiffs, request a statement of case for the opinion of the High Court, impose a charge upon property, levy distress, impose charges for levying distress, seek insolvency of the debtor or commitment to prison or liquidation of companies, to request and execute warrants of arrest and exercise any</p>	<p>from Business Improvement Districts.</p> <p>Statutory returns must be approved by the Section 151 Officer of the Authorities</p>

Column 1 Legislation/Function	Column 2 Brief Description	Column 3 Conditions/ Exclusions Limitations/Notes
	<p>other administrative step for the collection of national non domestic rate;</p> <p>(f) to represent the Authority in the determination of proposals, alterations and appeals for national non domestic rate where appropriate;</p> <p>(g) to represent the Billing Authority in requests for administration orders under the County Courts Acts in respect of unpaid national non domestic rate;</p> <p>(h) to calculate and pay interest on overpayments of national non domestic rate in accordance with the NDR (Payment of Interest) Regulations 1990;</p> <p>(i) to determine applications under Section 44A of the Local Government Finance Act 1988;</p> <p>(j) to be responsible for the prevention, detection and prosecution of national non domestic rate fraud.</p>	

Column 1 Legislation/Function	Column 2 Brief Description	Column 3 Conditions/ Exclusions Limitations/Notes
4. ICT	<p>To provide ICT technical support services to the Authorities including:-</p> <p>network infrastructure both LAN and WAN solutions, hardware infrastructure, internet access and web infrastructure solutions.</p> <p>To provide technical and business advice on ICT solutions and use of technology.</p> <p>To Provide ICT business support services to the Authorities including:-</p> <p>service application system support services including third party supplier liaison, management of corporate data bases, including GIS, quality assurance of data and integration with other business systems.</p> <p>To provide associated procurement administration including all quotations, ordering, invoicing and contract management.</p>	<p>Note: The nature and extent of the activities to be undertaken in connection with the discharge of these functions will be as detailed from time to time in a Service Level Agreement</p>

Column 1 Legislation/Function	Column 2 Brief Description	Column 3 Conditions/ Exclusions Limitations/Notes
5. Customer Services	<p>To provide 'front of house' contact with the public wishing to make enquiries of the Authorities or to access services in relation to any of its functions whether that contact is made in person, by telephone, by mail or email or the websites of any of the Authorities, including but not limited to</p> <p>(i) Issuing application forms for access to services.</p> <p>(ii) receiving payments due to the Authorities and issuing receipts</p> <p>(iii) providing facilities for the public inspection of documents and the taking of copies thereof</p> <p>(iv) responding to 'low level' customer complaints</p> <p>(v) selling or distributing or issuing any item or thing arising out of the conduct of any undertaking or function of the Authorities</p> <p>Such other activities in connection with the offering of services to the public as may be detailed from time to time in the Service Level Agreements</p>	<p>Note: The activities identified in this paragraph 5 are intended to be either incidental or conducive to the discharge of the functions set out in paragraphs 1 to 4 above or intended to be either incidental or conducive to the discharge of all of the other functions of the Authorities.</p> <p>Limitation: Except as is expressly provided in paragraphs 1 to 4, paragraph 5 does not operate as to confer any power to exercise any substantive function of the Authorities</p>
6. Human Resources	<p>The function of providing a human resource and payroll service in respect of the staff employed by and elected members of the Authorities in accordance with a service level agreement agreed from time to time by the East Kent Services Board on behalf of the Authorities to include</p> <p>HR SERVICES</p> <p>Strategic HR Advice</p> <p>Provide advice on policy development, Workforce Strategies and other key issues.</p> <p>Attend management team meetings and committee meetings in each of the partner authorities as agreed.</p> <p>Professional HR Advice and Information</p> <p>Case management and day to day ad hoc queries.</p>	<p>The following matters are reserved to the Authorities at the present time:-</p> <ol style="list-style-type: none"> 1. The Regulatory and Investigative Powers Act 2000 2. The Employment Practice Code (produced by the Information Commissioner 3. The Telecommunications (Lawful Business Practice) Interception of Communications) Regulations 2000 4. Save for the provision of advice as directed by the

Column 1 Legislation/Function	Column 2 Brief Description	Column 3 Conditions/ Exclusions Limitations/Notes
	<p>Learning and Development</p> <p>Provide Corporate and Bespoke Training Service.</p> <p>Recruitment</p> <p>Provide a complete recruitment administration support service from advertising to appointment. Advise Managers and respond to queries. Manage the Advertising Agency contract.</p> <p>Pre-employment checks</p> <p>Requesting of employment references, pre-employment health screening, Criminal Record Bureau checks and other checks as relevant to the type of position.</p> <p>Appointment of new employees</p> <p>Production of offer letters and employment contracts and set up of personnel records – both manual file and computerised (HR/Payroll system).</p> <p>Contractual amendments changes</p> <p>Production of contract variations and amendments to personnel record as required – both manual file and computerised (HR/Payroll system)</p> <p>Maintenance of employee records</p> <p>Update employee records in accordance with authorised instructions.</p> <p>Input to Development and Implementation of corporate/directorate policies</p> <p>Contribute to corporate/directorate policies to ensure that requirements and input from HR Shared Services is taken into account. Provide feedback regarding the implication and issues regarding implementation.</p> <p>Sickness and Absence management</p>	<p>authority, .the procedural aspects and decisions to be made leading to the appointment and/or removal of the Head of Paid Service, Monitoring Officer and the Local Government Act 1972 s151 Officer.</p> <p>5. Decisions to be made under s112 of the Local Government Act 1972 (but not the procedural aspects of this power)</p>

Column 1 Legislation/Function	Column 2 Brief Description	Column 3 Conditions/ Exclusions Limitations/Notes
	<p>Provide access to management reports and support for managers on sickness absence.</p> <p>Input sickness absence where self-service is not available.</p> <p>Input all other absence (not sickness) in accordance with authorised instruction for areas where self-service is not available.</p> <p>Support to Restructuring/ change management</p> <p>Provide administrative support and HR advice to restructuring and change management to ensure that all HR issues are properly addressed.</p> <p>Personnel Administration</p> <p>Issue notices and keep records of general correspondence on terms and conditions and pension notifications to groups of the workforce.</p> <p>Termination/Leavers</p> <p>Administration of necessary processes associated with termination of employment as per the agreed process.</p> <p>Advice and Information</p> <p>Respond to day to day ad hoc queries for advice regarding terms and conditions.</p> <p>Consultation Forums</p> <p>Attend the various staff consultation forums in each authority as agreed to provide advice and guidance.</p> <p>Compensation and Benefits</p> <p>Pensions advice and administration including costs for early retirement, exercise of discretions, request for early release of benefits, Je administration, salary sacrifice and other staff benefit schemes.</p>	

Column 1 Legislation/Function	Column 2 Brief Description	Column 3 Conditions/ Exclusions Limitations/Notes
	<p>Health and Safety</p> <p>To provide professional day to day advice as necessary to the authorities and when required act as liaison with the HSE.</p> <p>Payroll</p> <p>Manage the delivery of the payroll services.</p> <p>Service to Members</p> <p>Provide a Payroll service and other services as agreed with East Kent Services Board.</p>	

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